

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**DANIELE NICOLE WILSON**

Daniele Nicole Wilson (Wilson) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Wilson's license as a real estate salesperson no. 2010038442 will be subject to discipline. Pursuant to § 536.060 RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and additionally the right to a disciplinary hearing before the MREC under § 621.110 RSMo Supp. 2011. The MREC and Wilson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045 RSMo Supp. 2011.

Wilson acknowledges that she understands the various rights and privileges afforded her by law including the right to a hearing of the charges against her, the right to appear and be represented by legal counsel, the right to have all charges proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing against her at the hearing, the right to present evidence on her behalf at the hearing, the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against her the right to a ruling on questions of law by the Administrative Hearing Commission the right to a disciplinary hearing before the MREC at which time Wilson may present evidence in mitigation of discipline the right to a claim for attorney fees and expenses and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC

Being aware of these rights provided to her by law Wilson knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her

Wilson acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline along with citations to law and/or regulations the MREC believes were violated Wilson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Wilson's license as a real estate salesperson license no 2010038442 is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621 RSMo and §§ 339.010 through 339.205 and §§ 339.710 through 339.855 RSMo as amended

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Wilson in Part II herein is based only on the agreement set out in Part I herein

Wilson understands that the MREC may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered

**I**  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing the MREC and Wilson herein jointly stipulate to the following

1 The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120 RSMo Supp. 2011 for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860 RSMo (as amended) relating to real estate salespersons and brokers

2 On October 19, 2010, Wilson initially obtained a real estate salesperson license in the state of Missouri

3 Wilson's license was affiliated with Teddy Jay Yoder (Yoder) until December 16, 2010

4 On December 16, 2010 and until about March 23, 2012, Wilson's license was affiliated with Diamond Partners Inc.

5 On February 20, 2010 and prior to Wilson obtaining a Missouri real estate license, a buyer, Linda R. Smith (Smith), entered into an Exclusive Buyer Agency Contract (Contract) with Yoder Realty in which Wilson was to serve as the buyer's agent for Smith. The contract became effective on February 20, 2010.

6 In the Contract Smith indicated that she desired to purchase a residential property in the greater Kansas City

7 While acting as buyer s agent for Smith, Wilson assisted Smith in locating and subsequently purchasing a home in Missouri located at 11601 E 43<sup>rd</sup> St Kansas City Missouri

8 Wilson informed Smith that she was not a licensed real estate salesperson in Missouri but suggested that the paperwork for the home purchase in Missouri could be filled out under Yoder s name and information

9 Prior to purchasing the home located at 11601 E 43<sup>rd</sup> St Wilson arranged for a home inspection but Smith was unable to attend the inspection Additionally, Smith did not ever sign the Inspection Notice however Smith gave Wilson permission to sign Smith s name on the document The inspection noted a leaning foundation wall as an unacceptable condition An engineer hired before closing to evaluate the foundation stated that the leaning wall was not a significant concern

10 Wilson without Smith s knowledge or consent signed Smith s name to the document identified as Resolution of Unacceptable Conditions Amendment

11 Shortly after the inspection of 11601 E 43<sup>rd</sup> St which revealed there to be no major issues with the home Smith closed on the property

12 After moving into the property Smith found many problems with the condition of the home including water problems due to the lean foundation wall a sewer line backing up into the home which was known to the prior seller s and mold

13 Wilson was not licensed in the State of Missouri as a real estate broker or salesperson during the events as described above involving 11601 E 43<sup>rd</sup> St

14 Wilson s conduct with respect to the 11601 E 43<sup>rd</sup> Street Sale is a violation of § 339.020 RSMo Supp. 2011 which states

It shall be unlawful for any person partnership limited partnership, limited liability company association professional corporation or corporation foreign or domestic to act as a real estate broker real estate broker salesperson or real estate salesperson or to advertise or assume to act as such without a license first procured from the commission

15 Wilson s conduct with respect to the 11601 E 43<sup>rd</sup> Street Sale is a violation of § 339.180.1 RSMo Supp. 2011 regarding unlicensed activity states in part

It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required

16 Based on the conduct and violations set forth herein, cause exists to discipline Wilson s real estate license under § 339.100.2(15) (16) and (19) RSMo Supp. 2011 which states

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 RSMo against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or

entity license for any one or any combination of the following acts

(15) Violation of or attempting to violate directly or indirectly or assisting or enabling any person to violate, any provision of sections 339 010 to 339 180 and sections 339 710 to 339 860 or of any lawful rule adopted pursuant to sections 339 010 to 339 180 and sections 339 710 to 339 860

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339 040

(19) Any other conduct which constitutes untrustworthy improper or fraudulent business dealings demonstrates bad faith or incompetence misconduct or gross negligence[ ]

## II

### **Joint Agreed Disciplinary Order**

Based on the foregoing the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536 060 RSMo and §§ 621 045 3 and 621 110 RSMo Supp 2011

17 **Wilson's license is revoked and all indicia of licensure shall be surrendered immediately** Wilson s license as a real estate salesperson is hereby REVOKED and ALL INDICIA OF licensure SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective

18 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Wilson of §§ 339 010 through

339 205 and §§ 339 710 through 339 855 RSMo as amended or the regulations promulgated thereunder or of the terms and conditions of this Settlement Agreement

19 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered

20 Each party agrees to pay all their own fees and expenses incurred as a result of this case its litigation and/or its settlement

21 The terms of this Settlement Agreement are contractual legally enforceable and binding not merely recital Except as otherwise contained herein neither this Settlement Agreement nor any of its provisions may be changed waived discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of the change waiver discharge or termination is sought

22 The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339 610 and 324 RSMo as amended

23 Wilson together with her partners heirs assigns agents employees representatives and attorneys does hereby waive release acquit and forever discharge the MREC its respective members employees agents and attorneys including former members, employees agents and attorneys of or from any liability claim actions causes of action fees costs expenses and compensation including but not limited to any claim

for attorney's fees and expenses whether or not now known or contemplated including but not limited to any claims pursuant to § 536.087 RSMo (as amended) or any claim arising under 42 U.S.C. § 1983 which now or in the future may be based upon arise out of or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

24 Wilson understands that she may, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Wilson's license. If Wilson desires the Administrative Hearing Commission to review this Settlement Agreement, Wilson may submit her request to Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.


25 If Wilson requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Wilson's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek




discipline against Wilson as allowed by law If Wilson does not request review by the Administrative Hearing Commission this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC

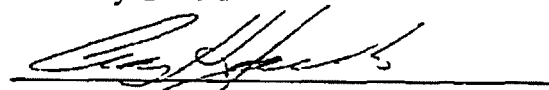
LICENSEE

MISSOURI REAL ESTATE  
COMMISSION

  
Daniele Nicole Wilson Date 8/20/12

  
Janet Carder, Executive Director  
Date September 11, 2012

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